

PURCHASE ORDER						
No. 19050		GROUP <u>SPT</u>	DIVISION <u>Scoop Founders</u>			
Comments: 213-891145C 091-0818						
SHIP TO: <u>Rego</u>		DATE: <u>05/06/06</u>	TERMS: <u>NET 30</u>			
SHIP VIA: <u>UP ROD</u>		WHEN SHIP: <u>5-16-06</u>				
TIME IS OF THE ESSENCE						
STYLE	PATTERN NO.	FABRIC CONTENT, WEIGHT & CARE INSTRUCTION	COLOR	WIDTH	QUANTITY	DESCRIPTION
<u>2120</u>		<u>kg Rose</u>	<u>10 yards</u>	<u>100</u>	<u>000</u>	<u>Rego</u>
<p><i>R U S T f v a</i></p>						
<p><i>Ship to Rego - Rege</i></p>						

TERMS AND CONDITIONS
OF THIS PURCHASE ORDER

The articles, materials or services specified above (hereinafter referred to as the "goods") are ordered under the express terms and conditions printed, written, or otherwise stamped hereon, which together constitute the contract between the Buyer and you as the Seller.

1. Strict conformity with all terms is required. None of the terms may be varied or changed, nor may any of the provisions be waived except in a writing signed by an authorized representative of the Buyer.
2. In addition to any other method of acceptance, Seller shipping the goods constitutes Seller's acceptance of all the terms and conditions hereof.
3. Timely delivery without grace is of the essence of the contract.
4. Any delay in shipping samples shall constitute a breach by Seller.
5. Where more than one delivery date is specified for the order, or where there is more than one order date, failure to deliver all earlier deliveries different from the last shipment will entitle the Buyer to cancel future deliveries without waiver of any other remedies permitted by law.
- (b) Partial deliveries may be accepted at Buyer's option. Acceptance of partial deliveries are (i) without waiver of Buyer's right to reject the entire order if delivery of the last shipment is after the delivery date specified on this purchase order; and (ii) without waiver of all other remedies permitted by law.
- (c) If (a) or (b) is applicable, payment terms shall begin to run on the date the last shipment is received which is ultimately accepted by Buyer.
6. Terms of Seller's order, shipment or approval which are not a part of the contract between Seller and Buyer are not binding upon Buyer.
7. Seller assumes risk of loss for goods in transit.
8. Buyer and Seller agree that any disputes arising between them shall be subject to the jurisdiction of the courts of the State of California, and further agree that law such disputes, No waiver of any claim for consequential damages shall be enforceable.
9. Seller warrants that the manufacturer, sale and shipment of the goods and all label/stamped thereto and their performance of any services included herein have at all times been in conformity and compliance with the Federal, state and local laws, regulations and orders.
10. Seller shall furnish information to Buyer for the car labeling of wearing apparel to be manufactured from the goods purchased.
11. Seller warrants that reasonable and representative test have been performed in accordance with procedure set forth in the Flammable Fabrics Act for fabrics to be used in wearing apparel and that said tests demonstrate that said fabric(s) is not so highly flammable as to be dangerous when worn as wearing apparel.
12. All shipments consisting of rolls must have packing slip included with shipment which reference the purchase order number and group and/or division.
13. All cartons must be marked with the purchase order number and group and/or division.

ORIGINAL